

THIRD AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY
SUBRECIPIENT AGREEMENT

THIS THIRD AMENDMENT to the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated November 1, 2015 is made and entered into 10/13/2022, 2022 (the "Third Amendment") and is effective as of September 15, 2020 (the "Effective Date") by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"), (collectively referred to herein as the "Grantee") and the Village of Rockville Centre, a municipal corporation ("Subrecipient"). The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on November 1, 2015 (the "Agreement"), the terms of which govern Subrecipient's receipt of funds from the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program to provide certain services in support of the State of New York's recovery efforts following Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, Grantee and Subrecipient entered into a first amendment to the Agreement to provide funding in the amount of \$48,854.10, extend the Agreement term by three (3) years through September 20, 2022, and provide disaster recovery support for the Living With The Bay Program Delivery for the Lister Park and Smith Pond projects, dated January 1, 2020 (the "First Amendment"); and

WHEREAS, Grantee and Subrecipient entered into a second amendment to the Agreement to provide funding in the amount of \$20,554,034.83 and update Exhibits A and B to the Agreement to continue to provide disaster recovery support for the Living With The Bay Program Delivery for the Lister Park and Smith Pond projects, dated September 15, 2020 (the "Second Amendment"); and

WHEREAS, pursuant to the Agreement, the Parties desire to enter into this Third Amendment to assist the Subrecipient with the costs associated with the disaster recovery project described herein; and

WHEREAS, Subrecipient has demonstrated an immediate need for \$2,675,851.36 of CDBG-DR funds in order to implement the Lister Park, Smith Pond, and Greenway Projects; and

WHEREAS, pursuant to the Agreement, the Parties seek to extend the Term through September 30, 2023 in order to implement the projects; and

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first sentence of Section II of the Agreement, entitled "Term," is hereby deleted and replaced with the following: "The period of performance for all activities (with exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence as of the Effective Date and shall end on September 30, 2023."
2. The amount of the Grant Funds, currently set at \$20,702,890.93 under Section IV of the Agreement, is hereby increased by \$2,675,851.36 to a total amount not to exceed \$23,378,742.29.
3. Exhibit A2 to the Second Amendment to the Agreement is hereby struck out and replaced by Exhibit A3 to this Third Amendment.
4. Exhibit B3 to this Third Amendment is hereby appended to Exhibit B of the Agreement. Exhibit B3 hereby revises and reallocates the Estimated Contract Amounts previously stated in Exhibit B2 to the Second Amendment to the Agreement.

IN WITNESS WHEREOF, the parties executed this Third Amendment on the day and year first above written.

Village of Rockville Centre

By: _____

Name: Francis X. Murray

Title: Mayor

Housing Trust Fund Corporation

By: _____

Katherine Brennan

Name: Katherine Brennan

Title: Executive Director

Governor's Office of Storm Recovery

EXHIBIT A3
Third Amendment Subrecipient Program Description

Construction Work for Lister Park:

The project will include installing Living Shoreline to provide bank stabilization, prevent erosion, and enhance habitat along Mill River; constructing a bioretention basin at Tighe Park to increase stormwater quality and retention prior to runoff release to the Mill River; reconstructing and repaving the existing parking lot and bioretention basin at Centennial Field to prevent ponding of water in the parking lot and to increase stormwater quality prior to runoff release to the Mill River; installing three (3) overlooks; and, constructing an earthen berm and knee walls at Bligh Field to provide flood protection to homes located on Riverside Road. The construction activities may include, but are not limited to, activities such as demolition work and pavement pouring. Subrecipient will be responsible for the bidding, execution, and management of the construction contract for the Lister Park project in accordance with the New York State Finance Law and requirements set forth in Exhibit E of the Agreement.

Project Schedule:

Upon receipt of authorization from GOSR, Subrecipient will commence construction as soon as practically possible. The period of performance for all construction activities pursuant to the Agreement shall be completed prior to September 1, 2023. Subrecipient will furnish to GOSR, upon request, all project deliverables, including, but not limited to: all approvals and permits acquired for the project, as-built drawings, and any applicable warranty and maintenance manuals of such character showing accurately and distinctly the location, size and type of construction, and complete dimensions of the work erected or installed, as well as the location and dimensions of all substructures encountered during the progress of work, as applicable, as well as any documentation needed to support Subrecipient's request for reimbursement. All requests for payment shall be submitted to GOSR prior to September 1, 2023. GOSR is under no obligation to make payments to Subrecipient for payment requests submitted after September 1, 2023.

Construction Work for Smith Pond:

The project will include improving the existing weir and installing a fish ladder and eel passage near the southeastern corner of the pond; constructing flood walls with flood breaks; enhancing existing wetland communities by removing invasive species; social aspects including overlooks and walking paths; improved parking lot drainage; and, improving social value within the surrounding community by enhancing recreational activities. The construction activities may include, but are not limited to, activities such as weir replacement and tree clearing. Subrecipient will be responsible for the bidding, execution, and management of the construction contract for the Smith Pond project in accordance with the New York State Finance Law and requirements set forth in Exhibit E of the Agreement.

Project Schedule:

Upon receipt of authorization from GOSR, Subrecipient will commence construction as soon as practically possible. The period of performance for all construction activities pursuant to the

Agreement shall be completed prior to September 1, 2023. Subrecipient will furnish to GOSR, upon request, all project deliverables, including, but not limited to: all approvals and permits acquired for the project, as-built drawings, and any applicable warranty and maintenance manuals of such character showing accurately and distinctly the location, size and type of construction, and complete dimensions of the work erected or installed, as well as the location and dimensions of all substructures encountered during the progress of work, as applicable, as well as any documentation needed to support Subrecipient's request for reimbursement. All requests for payment shall be submitted to GOSR prior to September 1, 2023. GOSR is under no obligation to make payments to Subrecipient for payment requests submitted after September 1, 2023.

Construction Work for The Greenway:

The Village of Rockville Centre will carry out the construction of the portions of this project located within its municipal boundaries. The project will construct ecological landscape, increase recreational opportunities for the densely populated communities around the river, develop a continuous greenway along and adjacent to the Mill River, and construct new sites along the Mill River that are presently underutilized and/or not accessible in order to make these sites productive towards the LWTB objectives. The construction activities may include, but are not limited to, activities such as a segment of landscaping; develop greenway network; constructing paths and path markers; tree clearing; and, signage post installation. Subrecipient will be responsible for the bidding, execution, and management of the construction contract for The Greenway project in accordance with the New York State Finance Law and requirements set forth in Exhibit E of the Agreement.

Project Schedule:

Upon receipt of authorization from GOSR, Subrecipient will commence construction as soon as practically possible. The period of performance for all construction activities pursuant to the Agreement shall be completed prior to September 1, 2023. Subrecipient will furnish to GOSR, upon request, all project deliverables, including, but not limited to: all approvals and permits acquired for the project, as-built drawings, and any applicable warranty and maintenance manuals of such character showing accurately and distinctly the location, size and type of construction, and complete dimensions of the work erected or installed, as well as the location and dimensions of all substructures encountered during the progress of work, as applicable, as well as any documentation needed to support Subrecipient's request for reimbursement. All requests for payment shall be submitted to GOSR prior to September 1, 2023. GOSR is under no obligation to make payments to Subrecipient for payment requests submitted after September 1, 2023.

EXHIBIT B3 Third Amendment Budget

Budget for Lister Park:

| Project Component | Estimated Contract Amount |
|----------------------------------|---------------------------|
| Construction Activities | \$10,000,000.00 |
| Subtotal | \$10,000,000.00* |
| Construction Administration | \$100,000.00 |
| Contingency | \$500,000.00 |
| Subtotal | \$600,000.00* |
| TOTAL CONSTRUCTION BUDGET | \$10,600,000.00* |

Budget for Smith Pond:

| Project Component | Estimated Contract Amount |
|----------------------------------|---------------------------|
| Construction Activities | \$8,750,000.00 |
| Subtotal | \$8,750,000.00* |
| Construction Administration** | \$100,000.00 |
| Contingency*** | \$178,742.29 |
| Subtotal | \$278,742.29* |
| TOTAL CONSTRUCTION BUDGET | \$9,028,742.29* |

Budget for The Greenway:

| Project Component | Estimated Contract Amount |
|----------------------------------|---------------------------|
| Construction Activities | \$3,400,000.00 |
| Subtotal | \$3,400,000.00* |
| Construction Administration** | \$100,000.00 |
| Contingency*** | \$250,000.00 |
| Subtotal | \$350,000.00* |
| TOTAL CONSTRUCTION BUDGET | \$3,750,000.00* |

***Note:** Although the line items above reflect estimated values based on anticipated costs, the total amount of CDBG-DR funds associated with the construction costs of both projects shall not exceed \$23,378,742.29 unless agreed to in writing by the Grantee.